

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 4/20/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of D. L. Porter Change Order # 4, for the Hangar Development Project at the Key West International Airport.

ITEM BACKGROUND: This project is funded by the Federal Aviation Administration, Florida Department of Transportation, and the Developer.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease agreement with KWIA Hangar Corporation, April 17, 2002.

CONTRACT/AGREEMENT CHANGES: New Change Order

STAFF RECOMMENDATION: Approval

TOTAL COST: \$162,419.15

BUDGETED: Yes

COST TO AIRPORT: None

SOURCE OF FUNDS: FAA, FDOT, Developer

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: N/A

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney N/A      OMB/Purchasing N/A      Risk Management N/A

AIRPORT DIRECTOR APPROVAL \_\_\_\_\_

  
Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

/bev  
APB



# CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

☐  
☐  
☐  
☐  
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**PROJECT:**  
(name, address) **Hangar Development, Taxilanes,  
and Apron.  
Key West International Airport  
Key West, Florida**

**CHANGE ORDER NUMBER:** 4  
**DATE:** April 1, 2005  
**ARCHITECT'S PROJECT NO:**  
**CONTRACT DATE:** 03-19-04

**TO CONTRACTOR:** **D.L. Porter Constructors, Inc.**  
(name, address) **6574 Palmer Park Circle  
Sarasota, Florida 34238**

**CONTRACT FOR:** \$ 3,244,670.21

The Contract is changed as follows:

- 1) General conditions costs due to permit delay.....\$ 57,562.95
  - 2) Removal of steel tank, unsuitable material, and fill electric duct banks.....\$ 50,749.49
  - 3) Market steel increase price.....\$ 42,794.71
  - 4) Cost for erector subcontractor replacement due to permit delays.....\$ 11,312.00
- Total..... \$ 162,419.15**

"See attached back up"

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was.....\$ 3,244,670.21  
Net change by previously authorized Change Orders.....\$ (18,987.46)  
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....\$ 3,225,682.75  
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)  
(unchanged) by this Change Order in the amount of.....\$ 162,419.15  
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...\$ 3,388,101.90

The Contract Time will be (increased) (unchanged) by thirty (30) calendar days  
The date of Substantial Completion as of the date of this Change Order therefore is May 29, 2005

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**ENGINEER**  
**URS Corporation**  
Address  
7650 Corporate Center Drive  
Suite 400  
Miami, FL 33126-1220

**CONTRACTOR**  
**D.L. Porter Constructors, Inc**  
Address  
6574 Palmer Park Circle  
Sarasota, Florida 34238

**OWNER**  
Address

BY Andres Gutierrez, PE  
DATE April 1, 2005

BY ANDREW BRUNNER, A.C.  
DATE 4/1/05

BY \_\_\_\_\_  
DATE \_\_\_\_\_

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**AIA** CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



CHANGE ORDER REQUEST

KWIA Hanger Development  
Attn: Andres Gutierrez

DATE 3/30/2005  
D. L. Porter Constructors Inc.  
941-929-9400  
Fax 941-929-9500

OWNER APPROVAL:

DESCRIPTION	REQUESTED BY	COST	CONTRACTOR
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General Conditions due to Permit Delays	URS	\$76,795.00	
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Tax	
Cost	\$76,795.00
GC O/P	\$0.00
Sub Total	\$76,795.00
Bond	\$767.95
TOTAL	\$77,562.95

CREDIT AMOUNT APPROVED  
by D.L. PORTER on 3/31/05

- \$20,000.00
<u>\$57,562.95</u>

THIS CHANGE IN WORK SCOPE WILL INCREASE THE DURATION OF THE PROJECT BY:

121 DAYS

*Attn: Andres Gutierrez*  
4/1/05



79,371.43

OB: 0402 KWIA Hangar Development

EF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
* BASE BUDGET **										
ODE: 01060 Project Manager										
07-0001	PS	10/08/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
27-0001	PS	10/15/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
49-0001	PS	10/22/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
66-0001	PS	10/29/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
91-0001	PS	11/05/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
26-0001	PS	11/12/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
56-0001	PS	11/19/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
38-0001	PS	11/26/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
08-0001	PS	12/03/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
36-0001	PS	12/09/04	20.00 hr + 36% Burd	Steven R. Kanthack	1360.00					
38-0001	PS	12/09/04	-20.00 hr + 36% Burd	Steven R. Kanthack	-1360.00					
15-0001	PS	12/09/04	20.00 hr + 36% Burd	Steven R. Kanthack	1360.00					
33-0001	PS	12/10/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
50-0001	PS	12/17/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
32-0001	PS	12/24/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
08-0031	AP	12/26/04	Inv# dec04-02	Kanthack, Steven R.					200.00	
11-0001	PS	12/31/04	20.00 hr + 36% Burd	Steven R. Kanthack	1020.00					
11-0001	PS	01/07/05	40.00 hr + 36% Burd	Steven R. Kanthack	2040.00					
13-0001	PS	01/14/05	40.00 hr + 36% Burd	Steven R. Kanthack	2040.00					
13-0001	PS	01/14/05	32.00 hr + 36% Burd	Andrew D. Brunner	1496.00					
16-0001	PS	01/14/05	-32.00 hr + 36% Burd	Andrew D. Brunner	-1496.00					
18-0001	PS	01/14/05	40.00 hr + 36% Burd	Andrew D. Brunner	1870.00					
19-0001	PS	01/21/05	16.00 hr + 36% Burd	Andrew D. Brunner	768.94					
5-0001	PS	01/28/05	8.00 hr + 36% Burd	Andrew D. Brunner	384.47					
5-0004	PS	01/28/05		Payroll- Expense					200.00	
9-0001	PS	02/04/05	20.00 hr + 36% Burd	Andrew D. Brunner	961.20					
7-0001	PS	02/11/05	24.00 hr + 36% Burd	Andrew D. Brunner	1153.41					
3-0001	PS	02/18/05	24.00 hr + 36% Burd	Andrew D. Brunner	1153.41					
DE 01060 TOTALS: LABOR HOURS: 492.00 COST TOTALS: 25391.43					24991.43	0.00	0.00	0.00	400.00	0.00
DE: 01070 General Labor										
7-0001	PS	10/08/04	8.00 hr + 36% Burd	Craig Allen	209.44					
7-0001	PS	10/08/04	8.00 hr + 36% Burd	Michael W. Teyshak	201.28					
5-0009	AP	12/01/04	Inv# 04-S-1128	Payne, Sanders,					1552.03	
0-0017	AP	01/04/05	Inv# 04-s-1138	Payne, Sanders,			2741.25			
4-0006	AP	02/07/05	Inv# 05-S-1019	Payne, Sanders,					2902.50	
7-0001	PS	02/11/05	10.00 hr + 36% Burd	Brad A. Manley	401.20					
DE 01070 TOTALS: LABOR HOURS: 26.00 COST TOTALS: 8007.70					811.92	0.00	2741.25	0.00	4454.53	0.00
DE: 01310 Engineering Fees										
7-0024	AP	01/27/05	Inv# 012705-402	Florida Building					5940.00	



JB: 0402 KWIA Hangar Development

LF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
DE 01310 TOTALS:					COST TOTALS: 5940.00	0.00	0.00	0.00	0.00	5940.00	0.00
DE: 01390 Superintendent Fees											
13-0001	PS	10/01/04	30.00 hr + 36% Burd	John C. Roderiques III	1306.62						
17-0001	PS	10/08/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
17-0001	PS	10/15/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
19-0001	PS	10/22/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
16-0001	PS	10/29/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
11-0001	PS	11/05/04	32.00 hr + 36% Burd	John C. Roderiques III	1393.72						
11-0004	PS	11/05/04		Payroll- Expense					500.00		
16-0001	PS	11/12/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
16-0001	PS	11/19/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
18-0001	PS	11/26/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
18-0001	PS	12/03/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
18-0004	PS	12/03/04		Payroll- Expense					500.00		
16-0001	PS	12/09/04	10.00 hr + 36% Burd	John C. Roderiques III	1020.00						
18-0001	PS	12/09/04	-10.00 hr + 36% Burd	John C. Roderiques III	-1020.00						
15-0001	PS	12/09/04	10.00 hr + 36% Burd	John C. Roderiques III	1020.00						
13-0001	PS	12/10/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
10-0001	PS	12/17/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
12-0001	PS	12/24/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
11-0001	PS	12/31/04	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
11-0001	PS	01/07/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
11-0004	PS	01/07/05		Payroll- Expense					500.00		
13-0001	PS	01/14/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
13-0001	PS	01/14/05	8.00 hr + 36% Burd	Andrew D. Brunner	374.00						
16-0001	PS	01/14/05	-8.00 hr + 36% Burd	Andrew D. Brunner	-374.00						
19-0001	PS	01/21/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
15-0001	PS	01/28/05	11.00 hr + 36% Burd	Brad A. Manley	441.32						
15-0001	PS	01/28/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
19-0001	PS	02/04/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
17-0001	PS	02/11/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
13-0001	PS	02/18/05	40.00 hr + 36% Burd	John C. Roderiques III	1742.15						
DE 01390 TOTALS: LABOR HOURS: 843.00					COST TOTALS: 38762.51	37262.51	0.00	0.00	0.00	1500.00	0.00
DE: 01400 Plan Costs											
13-0019	AP	01/06/05	Inv# 087272	Benchmark Blueprinting					50.08		
13-0017	AP	01/10/05	Inv# 087549	Benchmark Blueprinting					33.49		
13-0004	PS	01/14/05		Payroll- Expense					55.62		
DE 01400 TOTALS:					COST TOTALS: 139.19	0.00	0.00	0.00	0.00	139.19	0.00
DE: 01410 Temporary Office											
12-0044	AP	10/06/04	Inv# 100604-02	Benson Electric					338.64		
12-0005	AP	11/08/04	Inv# 110804-06	Benson Electric					169.32		



OB: 0402 KWIA Hangar Development

EF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
95-0008	AP	12/15/04	Inv# DLP121504	Benson Electric					169.32	
54-0059	AP	01/21/05	Inv# DLP0121-01	Benson Electric					169.32	
ODE 01410	TOTALS:			COST TOTALS: 846.60	0.00	0.00	0.00	0.00	846.60	0.00
ODE: 01420	Temporary Toilet									
26-0033	AP	10/01/04	Inv# 0130111-10	98-1 Waste Management Of FL					102.13	
92-0021	AP	11/01/04	Inv# 0132445-10	98-1 Waste Management Of FL					102.13	
17-0053	AP	12/01/04	Inv# 0137836-10	98-6 Waste Management Of FL					102.13	
33-0009	AP	01/01/05	Inv# 0138800-10	98-1 Waste Management Of FL					280.02	
54-0005	AP	02/01/05	Inv# 0142826-10	98-0 Waste Management Of FL					204.25	
ODE 01420	TOTALS:			COST TOTALS: 790.66	0.00	0.00	0.00	0.00	790.66	0.00
ODE: 01440	Temporary Electric									
59-0040	AP	10/21/04	Inv# 102104-01	Benson Electric					112.08	
15-0007	AP	12/14/04	Inv# DLP121404	Benson Electric					290.57	
54-0060	AP	01/21/05	Inv# DLP0121-02	Benson Electric					34.59	
11-0030	AP	02/02/05	Inv# 257706	Four Star Rentals Inc				356.90		
9-0025	AP	02/17/05	Inv# DLP021705	Benson Electric					30.59	
ODE 01440	TOTALS:			COST TOTALS: 824.73	0.00	0.00	0.00	356.90	467.83	0.00
ODE: 01445	Temporary Telephone									
6-0003	AP	10/04/04	Inv# 100404-402	org BellSouth					44.10	
6-0004	AP	10/04/04	Inv# 100404-402	2nd BellSouth					41.00	
2-0076	AP	10/11/04	Inv# 101104-04	Nextel Communications					117.42	
5-0026	AP	11/04/04	Inv# 110404-402	org BellSouth					43.72	
5-0027	AP	11/04/04	Inv# 110404-402	2nd BellSouth					40.70	
5-0056	AP	11/11/04	Inv# 111104-04	Nextel Communications					141.07	
7-0025	AP	12/04/04	Inv# 120404-402	org BellSouth					54.32	
7-0026	AP	12/04/04	Inv# 120404-402	2nd BellSouth					53.37	
1-0041	AP	12/11/04	Inv# 121104-05	Nextel Communications					140.88	
3-0012	AP	01/04/05	Inv# 010405-402	2nd BellSouth					43.38	
3-0013	AP	01/04/05	Inv# 010405-402	orig BellSouth					44.77	
3-0052	AP	01/11/05	Inv# 011105-03	Nextel Communications					140.78	
5-0022	AP	02/04/05	Inv# 020405-402	orig BellSouth					43.52	
5-0023	AP	02/04/05	Inv# 020405-402	2nd BellSouth					41.94	
5-0055	AP	02/11/05	Inv# 021105-04	Nextel Communications					344.95	
ODE 01445	TOTALS:			COST TOTALS: 1335.92	0.00	0.00	0.00	0.00	1335.92	0.00
ODE: 01460	Supplies									
5-0030	AP	10/31/04	Inv# 103104-402	Florida Keys Spring Water					13.99	
1-0005	AP	11/30/04	Inv# 110963215	Airgas South Inc		15.28				
5-0022	AP	11/30/04	Inv# 110043756	Airgas South Inc					7.46	



EF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
33-0011	AP	12/31/04	Inv# 110123488	Airgas South Inc					10.17	
18-0001	AP	01/24/05	Inv# 011605	SFI OF THE KEYS INC		233.04				
18-0002	AP	01/24/05	Inv# 012405	SFI OF THE KEYS INC		451.50				
17-0003	AP	01/25/05	Inv# 890088	Strunk Ace Hardware		32.24				
17-0004	AP	01/25/05	Inv# 890172	Strunk Ace Hardware		4.29				
14-0015	AP	01/31/05	Inv# 110206960	Airgas South Inc					15.28	
12-0002	AP	02/02/05	Inv# 891598	Strunk Ace Hardware		4.18				
13-0004	PS	02/18/05		Payroll- Expense					10.00	
DE 01460 TOTALS:				COST TOTALS: 797.43	0.00	740.53	0.00	0.00	56.90	0.00
DE: 01470 Travel										
17-0075	AP	10/07/04	Inv# 100704-10	Capital One Bank					117.38	
17-0004	PS	10/15/04		Payroll- Expense					500.00	
19-0004	PS	10/22/04		Payroll- Expense					201.69	
17-0027	AP	10/26/04	Inv# october04	Kanthack, Steven R.					400.00	
11-0004	AP	11/29/04	Inv# nov04-02	Kanthack, Steven R.					200.00	
19-0013	AP	01/07/05	Inv# 010705-05	Capital One Bank					55.95	
19-0004	PS	01/21/05		Payroll- Expense					42.70	
19-0004	PS	02/04/05		Payroll- Expense					500.00	
17-0008	AP	02/07/05	Inv# 020705-04	Capital One Bank					156.17	
13-0004	PS	02/18/05		Payroll- Expense					7.68	
DE 01470 TOTALS:				COST TOTALS: 2181.57	0.00	0.00	0.00	0.00	2181.57	0.00
DE: 01475 Auto Gas & Oil										
13-0004	PS	10/01/04		Payroll- Expense					50.00	
17-0004	PS	10/08/04		Payroll- Expense					50.00	
19-0004	PS	10/22/04	Payroll- 0.0 hrs	Gross Pay + 0.0% Burden	50.00					
16-0004	PS	10/29/04		Payroll- Expense					50.00	
16-0004	PS	11/12/04	Payroll- 0.0 hrs	Gross Pay + 0.0% Burden	50.00					
18-0004	PS	12/03/04		Payroll- Expense					124.88	
10-0004	PS	12/17/04		Payroll- Expense					50.00	
11-0004	PS	12/31/04		Payroll- Expense					60.00	
13-0004	PS	01/14/05		Payroll- Expense					59.80	
19-0004	PS	02/04/05		Payroll- Expense					120.00	
13-0004	PS	02/18/05		Payroll- Expense					50.00	
DE 01475 TOTALS:				COST TOTALS: 714.68	100.00	0.00	0.00	0.00	614.68	0.00
DE: 01700 Rubbish Removal										
14-0032	AP	02/01/05	Inv# 0049887-03 98-6	Waste Management Of FL					140.25	
12-0007	AP	02/16/05	Inv# 0050106-10 98-7	Waste Management Of					420.75	
DE 01700 TOTALS:				COST TOTALS: 561.00	0.00	0.00	0.00	0.00	561.00	0.00
DE: 01810 Tool Rental										



OB: 0402 KWIA Hangar Development

EF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
26-0040	AP	10/01/04	Inv# 4693	Rockland Investment Corp.				80.63		
06-0017	AP	11/01/04	Inv# 4743	Rockland Investment Corp.				107.50		
67-0035	AP	12/01/04	Inv# 4797	Rockland Investment Corp.					53.75	
ODE 01810	TOTALS:			COST TOTALS: 241.88	0.00	0.00	0.00	188.13	53.75	0.00
ODE: 01830 Misc Gen Conditions										
11-0001	AP	11/01/04	Inv# 518	A2 Concrete Testing &					847.50	
75-0008	AP	11/08/04	Inv# 110804	Sprint					82.36	
54-0047	AP	01/29/05	Inv# 2396	Key West Construction				232.20		
ODE 01830	TOTALS:			COST TOTALS: 1162.06	0.00	0.00	0.00	232.20	929.86	0.00
ODE: 01840 Overnight Mailings										
22-0036	AP	10/02/04	Inv# 3679354-08	United Parcel Service					16.00	
52-0071	AP	10/09/04	Inv# 3679354-06	United Parcel Service					6.35	
57-0060	AP	10/16/04	Inv# 367935-03	United Parcel Service					16.88	
22-0046	AP	10/30/04	Inv# 3679354-04	United Parcel Service					16.56	
24-0027	AP	11/23/04	Inv# 7-863-8-07 4	Federal Express					14.97	
24-0031	AP	11/27/04	Inv# 3679354-03	United Parcel Service					20.75	
22-0066	AP	12/04/04	Inv# 3679354-04	United Parcel Service					33.60	
35-0012	AP	12/11/04	Inv# 3679355-02	United Parcel Service					10.30	
22-0053	AP	12/11/04	Inv# 3679355-02	United Parcel Service					10.30	
6-0020	AP	12/18/04	Inv# 3679355-10	United Parcel Service					4.57	
21-0030	AP	12/28/04	Inv# 7-925-7-03 9	Federal Express					26.56	
15-0008	AP	01/08/05	Inv# 367935-03	United Parcel Service					20.45	
20-0047	AP	01/15/05	Inv# 3679350-03	United Parcel Service					52.33	
24-0052	AP	01/22/05	Inv# 3679350-05	United Parcel Service					9.05	
20-0052	AP	01/29/05	Inv# 3679350-05	United Parcel Service		0.33				
25-0051	AP	02/05/05	Inv# 3679350-05	United Parcel Service					14.75	
ODE 01840	TOTALS:			COST TOTALS: 273.75	0.00	0.33	0.00	0.00	273.42	0.00
SE BUDGET TOTALS:	LABOR HOURS: 1361.00	COST TOTALS: 87971.11			63165.86	740.86	2741.25	777.23	20545.91	0.00
B 0402	TOTALS:	LABOR HOURS: 1361.00	COST TOTALS: 87971.11		63165.86	740.86	2741.25	777.23	20545.91	0.00



## CHANGE ORDER REQUEST

**KWIA Hanger Development**  
Attn: Andres Gutierrez

**DATE**  
3/1/2005

**D. L. Porter Constructors Inc.**  
941-929-9400  
Fax 941-929-9500

OWNER APPROVAL:

DESCRIPTION	REQUESTED BY	COST	CONTRACTOR
Removal of Steel Tanks & Fill Electric Duct Banks	Unforseen	\$2,239.50	Charley Toppino & Sons
Removal of Unsuitable Material & Replace w/ Fill	Unforseen	\$43,439.61	Charley Toppino & Sons
(Note: \$11,994.52 was billed in the January Pay App.)			
Tax		\$45,679.11	
Cost		\$4,567.91	
GC O/P		\$50,247.02	
Sub Total		<u>\$502.47</u>	
Bond			
<b>TOTAL</b>		<b>\$50,749.49</b>	

**THIS CHANGE IN WORK SCOPE WILL INCREASE THE DURATION OF THE PROJECT B**

**8 DAYS**



**CHARLEY TOPPINO & SONS, INC.**

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

D L Porter  
6574 Palmer Circle  
Sarasota, FL 34238

KWIA TAXILANE & HANGER DEVELOPMENT  
PROJECT # 0323

Attn: ANDREW

January 21, 2005

SUBJECT: EXTRA WORK: 12-21-04: REMOVE TWO STEEL TANKS & INSTALL  
FLOWABLE FILL FOR ELECTRICAL DUCK BANK

Dear Andrew;

The purpose of this letter is to submit a cost summary for extra work at the Key West International Airport Taxilane & Hanger Development. On December 21 & 22, two steel tanks were removed and an electrical duct bank dug by Fountain Engineering was filled and finished with flowable fill.

DECEMBER 21, 2004

325 BACKHOE:	3 HRS @ \$165.00 / HR	\$495.00
OPERATOR:	3 HRS @ \$40.00 / HR	\$120.00
DUMP TRUCK SCOWL:	4 HRS @ \$85.00 / HR	\$340.00
DRIVER:	4 HRS @ \$40.00 / HR	\$160.00
FLOWABLE FILL FOR TRENCH:	5.5 CYS @ \$80.00 / CY	\$440.00
POUR & FINISH FLOWABLE FILL:	420 SF @ \$.50 / SF	\$210.00
TOTAL:		\$1,765.00

DECEMBER 22, 2004

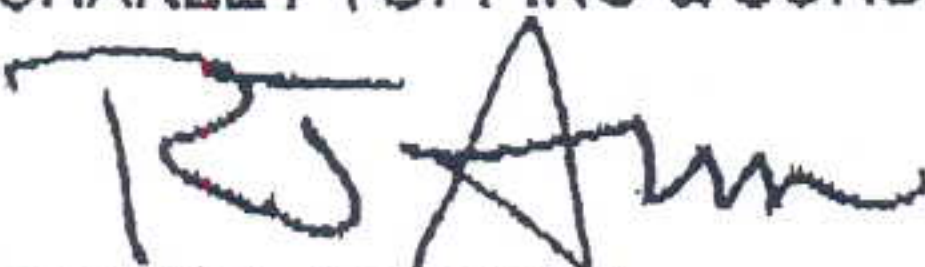
FLOWABLE FILL FOR TRENCH:	4 CYS @ \$80.00 / CY	\$320.00
POUR & FINISH FLOWABLE FILL:	309 SF @ \$.50 / SF	\$154.50
TOTAL:		\$474.50

TOTAL EXTRA WORK: **\$2,239.50**

Attached are daily reports and copies of concrete tickets.

If you have any questions please do not hesitate to call.

Sincerely;  
CHARLEY TOPPINO & SONS, INC.

  
Ronald J. Armstrong  
Project Manager



# CHARLEY TOPPINO & SONS, INC. DAILY INSPECTION REPORT

JOB NAME & LOCATION: Airport

PROJECT NUMBER: \_\_\_\_\_

DATE: 12/21/04

WEATHER: PRECEP: \_\_\_\_\_ TEMP: \_\_\_\_\_ WIND (mph) \_\_\_\_\_

OTHER CONDITIONS: \_\_\_\_\_

EMPLOYEES	HOURS	SUBCONTRACTORS	HOURS
Clint	9 1/2		
Ray	10		
Robert	10		
Dialky	8 1/2		
German	3 1/2		

## WORK PERFORMED TODAY:

Started Filling undercut hole with Tugot rock until water was under control, then started Filling with blended material. Hauled 17 loads in with tandem (20 yds). Hauled 18 loads of muck offsite (20 yds) each. "Extra" D.L. Porter 3 hours, with 325 and operator removing two steel tanks from ground. Plus two scowl loads to haul them offsite. "Extra" D.L. Porter 5 1/2 yds flow

DESIGN/INSPECTIONS: Fill and 420 ft<sup>2</sup> at .50¢ per ft<sup>2</sup>  
TYPE: Electrical Dist Bank  
LOCATION: for Fountain Engineering  
RESULTS:

MAILED TESTS / INSPECTIONS: CAUSES:

REMEDIAL ACTIONS:

RETESTS:

325	3 Hrs
Operator	3 Hrs
Dump	4 Hrs
Driver	4 Hrs
FF	5.5 Cys

Daily inspections:

Corrective Actions Needed/Taken:

☐ MOT  
☐ PEDESTRIAN SAFETY  
☐ EXCAVATIONS  
☐ SITE SECURITY  
☐ OTHER: \_\_\_\_\_

Finish 420

INJURY (IES): YES ☐ NO ☒

COMMENTS: No Incidents

## CONSTRUCTION EQUIPMENT ON SITE:

## MATERIALS ON SITE:

TYPE:	HOURS:
25	8
25	10
1-4	3
lynpac	2
IG	0
meramax	0
amper	0

TYPE:	AMOUNT:
4"hydraulic	24
cement mixer	0



## CHARLEY TOPPINO &amp; SONS, INC.

## DAILY INSPECTION REPORT

JOB NAME & LOCATION: Airport

PROJECT NUMBER: \_\_\_\_\_

DATE: 12/20/04

WEATHER: PRECEP: \_\_\_\_\_

TEMP: \_\_\_\_\_

WIND (mph) \_\_\_\_\_

OTHER CONDITIONS: \_\_\_\_\_

EMPLOYEES:

HOURS:

SUBCONTRACTORS:

HOURS:

Clint 9

Ray 8 1/2

Robert 8 1/2

Dicky 9

## WORK PERFORMED TODAY:

Continued undercut. Hauled out 28 Tantom loads at 20 yds<sup>3</sup> each. Brought in 15 Tantom loads of blended material, placed and compacted. Saved 222 yds<sup>3</sup> of good dirt from undercut and replaced into ~~the~~ hole and compacted. Extra to DL Porter 4 yards of Flowable Fill and 309 sq ft<sup>2</sup> at .50¢ a square foot.

## TESTING / INSPECTIONS:

TYPE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

RESULTS: \_\_\_\_\_

FAILED TESTS / INSPECTIONS: CAUSES: \_\_\_\_\_

REMEDIAL ACTIONS: \_\_\_\_\_

RETESTS: \_\_\_\_\_

FF 4 CY /  
Finish 420 ft

## SAFETY:

Daily inspections:

Corrective Actions Needed/Taken:

- ☐ MOT
- ☐ PEDESTRIAN SAFETY
- ☐ EXCAVATIONS
- ☐ SITE SECURITY
- ☐ OTHER: \_\_\_\_\_

INJURY (IES): YES ☐ NO ☒COMMENTS: No Incidents

## CONSTRUCTION EQUIPMENT ON SITE:

## VEHICLES ON SITE:

TYPE:	HOURS:
325 9	Tamper 0
T-28 8 1/2	Cement mixer 0
A-4 3	
Dynapac 3	
4" hydraulic 24	
120 0	
Amerimax 0	

TYPE:	AMOUNT:



# CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

D L Porter  
6574 Palmer Circle  
Sarasota, FL 34238  
Attn: Andrew

KWIA TAXILANE & HANGER DEVELOPMENT  
PROJECT # 0323  
February 18, 2005

SUBJECT: EXTRA WORK: REMOVE & REPLACE UNSUITABLE MATERIAL

Dear Andrew;

The purpose of this letter is to summarize the unsuitable material removed and replaced at the #19 building pad from December 17-----22, 2004.

## UNSUITABLE MATERIAL REMOVED:

DEC. 17, 2004 REMOVED:	4 LOADS @ 20 CY PER LOAD	80
DEC. 20, 2004 REMOVED:	28 LOADS @ 20 CY PER LOAD	560
DEC. 21, 2004 REMOVED:	20 LOADS @ 20 CY PER LOAD	400
DEC. 22, 2004 REMOVED:	10 LOADS @ 20 CY PER LOAD	200
TOTAL REMOVED:	62 LOADS	1,240 CY'S

PRICE PER CY: \$14.40 X 1,240 CY'S = \$17,856.00

PAID ON PAY APPLICATION # 7: (LINE ITEM # 10) \$ 1,728.00  
AMOUNT DUE PAY APP # 8: (LINE ITEM # 10)

## REPLACED UNSUITABLE MATERIAL:

DEC. 20, 2004 REPLACED:	298.95 TONS	
DEC. 21, 2004 REMOVED:	304.58 TONS	
DEC. 22, 2004 REMOVED:	484.13 TONS	
TOTAL TONS REPLACED:	1,087.66	906.39 CY's

PRICE PER CY: \$31.80 X 906.39 = \$28,823.21

PAY APPLICATION # 7: (LINE ITEM # 11) \$10,266.52  
AMOUNT DUE PAY APP # 8: (LINE ITEM # 11)

## REPLACED STOCKPILED MATERIAL: 500 CY

\$31.80 = MATERIAL & LABOR TO REPLACE ONE CY OF MATERIAL  
\$22.00 / TON = \$18.34 / CY FOR MATERIAL. (\$22.00 / 1.2 = \$18.34)  
\$31.80 - \$18.34 = \$13.46 FOR LABOR

LABOR COST TO REPLACE STOCKPILED MATERIAL: 500 CY'S @ \$13.46 = \$6,730.00

## SUMMARY:

REMOVED & HAULED AWAY UNSUITABLE MATERIAL:	\$7,886.40
DELIVERED, REPLACED, COMPACTED NEW MATERIAL:	\$28,823.21
LABOR TO REPLACE, COMPACT STOCKPILED MATERIAL:	\$6,730.00

TOTAL EXTRA WORK: \$43,439.61

If you have any questions please do not hesitate to call.



Sincerely;  
**CHARLEY TOPPINO & SONS, INC.**

**Ronald J. Armstrong**  
**Project Manager**



**CHANGE ORDER REQUEST**

**KWIA Hanger Development**  
**Attn: Andres Gutierrez**

**DATE**      **D. L. Porter Constructors Inc.**  
3/30/2005      941-929-9400  
Fax 941-929-9500

OWNER APPROVAL:

DESCRIPTION	REQUESTED BY	COST	CONTRACTOR
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Building #19 Material Increase	Unforeseen	\$42,371.00	DEAN Steel Buildings
Tax			
Cost		\$42,371.00	
GC O/P		<u>\$0.00</u>	
Sub Total		\$42,371.00	
Bond		<u>\$423.71</u>	
<b>TOTAL</b>		<b>\$42,794.71</b>	

**THIS CHANGE IN WORK SCOPE WILL INCREASE THE DURATION OF THE PROJECT BY:      30 DAYS**





## CHANGE ORDER

JAN 10 2005

**D.L. Porter Constr...**

SIGNED UNDER EXTREME DURESS (AAB)

order is not binding until countersigned by an officer of Dean Steel Buildings, Inc., and will be filled by Dean Steel Buildings, Inc., and priced accordingly. This order is subject to the conditions agreed to under the original contract. Unless otherwise specified on this order, all material shall be supplied in accordance with Dean Steel Buildings, Inc., Standard Specifications. Dimensions are girtline to girtline.

DEAN'S USE ONLY

PIES TO:  
OWNER  
JOB FILE  
ACCOUNTING  
VOICE #

- PURCHASING
- CUST. SERVICE
- DRAFTING
- ENGR.

~~AUTHORIZED SIGNATURE~~

DATE \_\_\_\_\_

DEAN STEEL BUILDINGS, INC.

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE

SUBJECT TO THE TERMS AND CONDITIONS ON ORIGINAL P.O. THIS IS CHANGING.





[Home > World Steel Price](#)

## MEPS - WORLD CARBON STEEL PRODUCT PRICES - WITH INDIVIDUAL PRODUCT FORECASTS

(\$US/tonne)

All tables and forecasts are updated monthly.

Date	Hot Rolled Coil	Hot Rolled Plate	Cold Rolled Coil	HD Galv. Coil	Electro Zinc Coil	Wire Rod (mesh)	Structural Sections & Beams	Rebar	Merchant Bar
Jan-03	333	327	411	479	463	276	338	263	295
Feb	339	333	420	489	470	289	356	275	307
Mar	340	332	424	494	473	300	362	286	313
Apr	340	335	426	490	469	296	361	286	309
May	336	342	425	492	476	301	367	289	313
Jun	333	346	425	489	476	302	373	299	316
Jul	329	346	421	487	471	303	372	302	317
Aug	327	343	418	483	467	300	369	300	314
Sep	333	346	420	478	464	299	372	308	322
Oct	341	357	430	490	474	314	386	323	335
Nov	343	361	427	490	475	315	390	318	342
Dec	354	367	434	502	488	323	403	327	353



Jan-04	386	400	474	546	524	348	443	355	391
Feb	414	432	501	573	547	396	482	404	422
Mar	474	506	563	650	631	479	544	503	511
Apr	513	540	596	682	654	498	585	517	543
May	549	575	614	706	681	498	594	511	547
Jun	571	602	649	739	715	492	591	496	541
Jul	585	633	665	754	736	483	584	474	535
Aug	580	627	659	747	728	478	578	470	530
Sep	640	704	709	796	768	494	616	511	546
Oct	644	717	723	799	779	500	633	508	547
Nov	653	734	735	824	808	511	651	510	562
Dec	648	750	737	830	823	512	667	510	566

JANUARY & FEBRUARY STEEL PRICES ARE NOW AVAILABLE TO SUBSCRIBERS

Jan-05

HISTORY:

10-17-03

BID DATE

CONTRACT DATE w/COUNTRY

3-17-04

WE RECEIVED

4/1/04

CONTRACT DATE w/DEAN

3-30-04

+ \$100,000 (D.L. PORTER ASSUME THIS EXTRA COST.

APPROVED SHOP DRAWINGS  
RECEIVED FROM URS

5-14-04

\$100,000, NO FUTURE CLAIM WILL BE ALLOW ON THIS ISSUE)

CHANGE MADE TO BUILDINGS

6-11-04

1ST DELIVERY

7-7-04

REQUEST FOR ADDITIONAL \$42,000

12-29-04

Authy 4/1/05



# CHANGE ORDER REQUEST

KWIA Hanger Development  
Attn: Andres Gutierrez

DATE  
3/30/2005

D. L. Porter Constructors Inc.  
941-929-9400  
Fax 941-929-9500

OWNER APPROVAL:

DESCRIPTION	REQUESTED BY	COST	CONTRACTOR
Erector Replacement due to Permit Delays	URS	\$11,200.00	
Tax		\$11,200.00	
Cost		\$0.00	
GC O/P		\$11,200.00	
Sub Total		\$112.00	
Bond		\$11,312.00	
TOTAL			

THIS CHANGE IN WORK SCOPE WILL INCREASE THE DURATION OF THE PROJECT BY: 7 DAYS

OLD SUBCONTRACTOR 3-12-04 RINGER'S ERECTORS CONTRACT AMOUNT ORIGINAL \$236,000.00  
NEW SUBCONTRACTOR 1-10-05 UNIVERSAL STRUCTURAL STEEL INC NEW AMOUNT \$258,000.00  
\$S 22,000.00

TOTAL AGREED ON  
MEETING 3/31/05  
BY ALL PARTIES  
NO ADDITIONAL CLAIM  
WILL BE AROUSE ON  
THIS ISSUE

\$11,312.00  
A Gutierrez  
4/1/05



**RINGER'S ERECTORS**

601 AUTO RANCH RD  
NAPLES, FL. 34114  
(239) 253-IRON  
FAX 732-5212  
sethringer@outdrs.net

January 3, 2005

D.L. PORTER CONSTRUCTORS INC  
6574 PALMER PARK CIRCLE  
SARASOTA, FL. 34238  
(941)929-9400

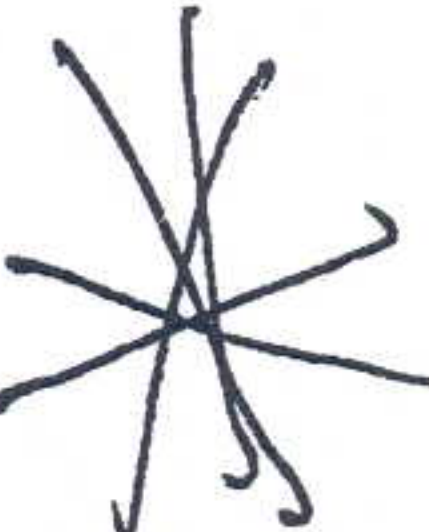
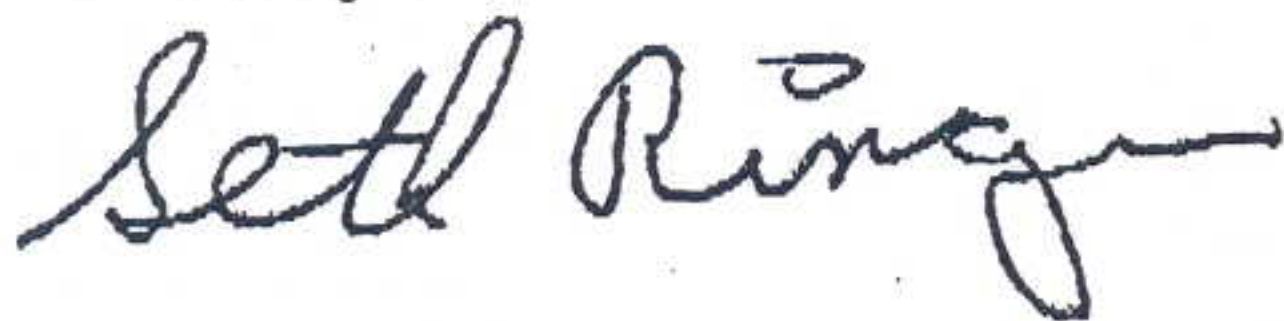
Dear Gentlemen,

It is with sincere regret I have to inform you that I cannot man the Key West Int. Airport job.

In the last two month's while waiting for this project to start I have lost 7 of 15 men because they weren't getting enough hours. The remaining men are on a job started in mid December and not scheduled to be over till March. Also I am not able to get the necessary licensing to work legally in Monroe county. I had another contractor that was going to do the project but he has informed me he no longer has interest in the job.

As I know this leaves you in a hardship, I am very sorry but also don't feel total responsibility since the scheduling on this project has been drug out for such a extended period of time.

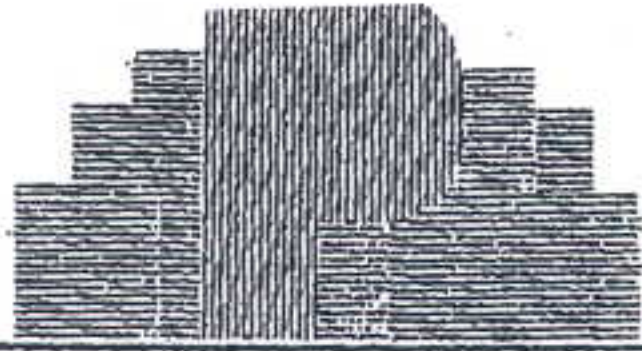
Sincerely,  
Seth Ringer



I NEED YOU TO OVERNITE THE PLANS  
YOU TOOK FROM THE JOB SITE ASAP.







JUN 1 4 2004

D.L. PORTER CONSTRUCTORS, INC.

D.L. Porter Constructors, Inc.

TO: [REDACTED]  
RE: Subcontract No. 0402C-01

JOB: Hangar Development KWIA (0402)

Enclosed please find two (2) completed Subcontract Agreements on the above referenced project. Please review, sign in all areas indicated and RETURN BOTH COPIES to this office within seven (7) days for further signature. Include a breakdown of the schedule of values for your work, which will be a basis for your monthly payment requisitions. Please complete all required submittal information and send to this office immediately so as not to delay your work. Please read and sign the Safety Policy acknowledgement attached to and made a part of this contract. A completed copy will then be returned to you for your records. Please be sure we have a copy of your state license, registration and/or occupational license as well as your county license.

Also enclosed is a "Subcontractor's Application for Payment". ONLY original applications will be acceptable for invoicing. You may attach a detailed breakdown if desired.

The following procedures must be followed before your draws can be processed. Prior to your first draw, the following items must be in our office:

1. Your signed contract and licenses.
2. Insurance certificate showing Worker's Compensation, General Liability and Auto Liability. Please have your agent describe the name of the project in the Description of Operation area and list D.L. Porter Constructors, Inc as additionally insured on all liability certificates. These certificates must remain current. Please mail a copy of each to our office as soon as possible or return them with your contract.
3. Appropriate current occupational licenses.
4. List names, addresses and phone numbers of all suppliers and any sub-subcontractors you plan to use on this project.

Prior to your second and all subsequent draws, the following items must be in our office:

1. Your release of lien from previous draw.
2. A Waiver of Lien from all your suppliers, which must be properly notarized and witnessed.

Prior to the release of your final draw and/or retainage, the following items must be in our office:

1. All signed Change Orders.
2. A Final Release of Lien is required from all your suppliers.
3. Warranties, guarantees, operating and maintenance manuals according to Owner's specifications.

To confirm your understanding of these terms, please sign and date this letter and return with your contract.

[Signature]  
SUBCONTRACTOR SIGNATURE

DATE:

6/10/04

PRINTED NAME AND TITLE:

Seth Ringer Pres.



(19) Insurance

The Contractor shall carry fire and extended coverage insurance to protect its own interests in the work and in Contractor's materials incorporated or stored at the site of the work; however, it is the obligation and duty of the Subcontractor to protect his own interests, including his tools, equipment, machinery and other property with such insurance and in the amounts that he deems proper. In the event of any accident causing damage or destruction to the work or materials for the Subcontract, the Subcontractor, at his own expense, shall repair, replace or restore forthwith the parts so injured, damaged or destroyed under the direction to the satisfaction of the Owner and the Contractor. In addition the Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public Liability, Property Damage and Vehicular Liability. The Subcontractor shall provide Manufacturer's and Contractor's Excess Liability with limits of not less than \_\_\_\_\_ to protect the Contractor and Subcontractor and the Owner against claims for injury to or death of one or more persons. This shall cover the use of all equipment, hoists, and vehicles on the site or sites.

The Subcontractor also covenants and agrees that he will carefully avoid doing any injury or damage to the work or property of all others on the job and shall be liable for any damage done to his or such other work.

(20) Equipment; Subcontractor Indemnity Regarding Use

It is understood and agreed that whenever the Subcontractor shall use any scaffold, derrick, hoist or equipment of any kind in said building, he shall satisfy himself as to the safety of said scaffold, derrick, hoist or other equipment, and hereby agrees to and shall relieve and hold the Contractor harmless from and against and all suits, actions, claims, losses, expenses or counsel fees which the Contractor may suffer for any injury or death to any person or damage to any property which may result from the use by the Subcontractor or his agent or employees of said scaffold, derrick, hoist or other equipment.

(21) Assignability

The Subcontractor shall not assign this contract or sublet the whole or any part of the work hereunder, nor shall he assign any moneys due or to become due hereunder, without the previous written consent of the Contractor. Any attempt by the Subcontractor to so assign or sublet any interest herein shall operate as an instant forfeiture and repudiation hereof by the Subcontractor and the rights of the parties shall be determined in the same manner as though the Subcontractor had at the time of such attempted assignment or subletting failed in and refused performance of this Contract.

(22) Cancellation

The Contractor reserves the right to cancel this agreement in its entirety, or any portion of its obligation thereunder, or suspend the shipment and delivery of materials and all the work and operation hereunder in the same manner and for such period or periods of time as the Owner or Architect/Engineer has the right to cancel the contract, entered into between the Owner and Contractor, or suspend shipment of materials and work thereunder. In the event that this agreement is canceled under this paragraph, then the Subcontractor shall be compensated for work done and materials furnished upon a percentage basis as the work complete and materials furnished related to the entire work, unless otherwise provided under the contract between the Owner and Contractor.

(23) Bonding

The Subcontractor further agrees that he shall, within ten (10) days from the date of notice to furnish same, at the option of the Contractor, provide the Contractor with a Performance Bond and/or Labor and Material Payment Bond up to the full amount of this contract, duly executed with a Surety Company designated by the Contractor, as surety; the cost of said bond or bonds to be borne by the Subcontractor, and failure or the inability of the Subcontractor to so furnish said bond shall operate as a forfeiture and repudiation hereof by the Subcontractor, and this agreement shall, at the option of the Contractor, be void and no longer binding on the parties hereto. The Contractor may, at its option, require a bond under this provision at any time during the project, even if the Contractor did not require such bond previously.

(24) Release and Waiver of Liens

The Subcontractor hereby waives and releases all lien or right of lien now existing, or that hereafter may arise, for work or labor performed or material furnished under this contract, by virtue of any lien laws, upon the building or other structure in or in connection with which the work herein contemplated shall be done, upon the land on which the building or other structure in or in connection with which the work herein contemplated shall be done, upon the land on which the building or other structure is or shall be situated, and upon any money or moneys due or to become due from any and every person or corporation to the Contractor, and agrees to furnish a good and sufficient waiver of lien from any and every person or corporation furnishing labor and/or materials for said premises under the Subcontractor. The Subcontractor agrees to execute any and all documents required to effect such waiver of lien.

(25) Subcontractor Indebtedness

If at any time the Subcontractor shall allow any indebtedness to accrue for labor and/or materials, which indebtedness has become or, in the opinion of the Contractor, may become a lien or liens upon the work and/or materials, or which has or may become a claim against the Contractor or the Contractor's Surety, the Subcontractor shall immediately, upon request from the Contractor, pay the same or cause the same to be dissolved and discharged by giving a bond, or otherwise, and, in case of his failure to do so, the Contractor may withhold any money due the Subcontractor under this or any other contract, until such indebtedness is paid or may apply such money towards the discharge thereof.

(26) Compensation and Payment

The Contractor agrees to pay the Subcontractor the sum of \_\_\_\_\_ as full compensation for the performance hereof the sum of \_\_\_\_\_ subject only to additions and deductions \_\_\_\_\_ and such sum shall be paid in current funds by the Contractor to the Subcontractor at the time and upon the conditions hereinafter set forth; provided that before any payment hereunder shall become due, the Contractor at its option, may require and the Subcontractor thereupon shall furnish satisfactory evidence of the payment of all accounts for labor and/or materials pertaining to Subcontractor's performance hereunder; and provided, further, that before the final payment hereunder shall become due, the Subcontractor shall, if required by the Contractor, procure and furnish to the Contractor (a) full and complete releases of liens from all persons furnishing labor and/or materials toward the performance hereof, or, at the option of the Contractor, a satisfactory surety bond indemnifying the Contractor and the Contractor's Surety against any claims based thereon, and (b) such formal guarantees pertaining to the work covered hereby as may be required by the terms of the general contract between the Owner and the Contractor.

Contractor reserves the right to deduct from the amount due the Subcontractor any amounts which are due by the subcontractor for labor and/or materials, which the Subcontractor has failed to pay, or appears to be unable or unwilling to pay, and to make payment of such amounts directly to the parties to whom such amounts are owed.

Draw requests are due in our office no later than the 20th of each month for work through the 25th.

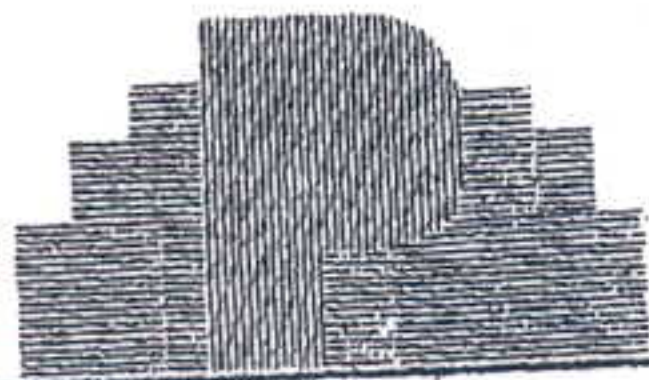
Partial payments of 90 per cent of all labor which has been done and/or materials furnished and put in place during each calendar month, for which payment has been made by the Owner to the Contractor, shall be made on or about 15 days following the month in which the Owner has paid Contractor for such work. Under no circumstances shall any payment be due to the Subcontractor if the Owner has not paid the Contractor for such work. The payment by the Owner to the Contractor for work shall be a condition precedent to the payment by Contractor to Subcontractor for such work. Subcontractor agrees that it shall receive payment only if and to the extent that Contractor is paid. In addition, payment shall only be made in proportion to the payment received by the Contractor for such work.

Final payment of 10% per cent shall be made to the Subcontractor by the Contractor within 60 days after said work performed by him has been completed and accepted by or on behalf of the Owner, and final payment for said work has been made by the Owner to the Contractor. Under no circumstances shall any payment be due to the Subcontractor if the Owner has not paid the Contractor for such work. In addition, payment shall only be made in proportion to the payment received by the Contractor for such work.

Payments by the Contractor hereunder shall be conditioned upon the approval and acceptance by the Architect/Engineer of all work performed and/or materials and/or equipment furnished by the Subcontractor hereunder.

L.R.





FILE <sup>CAK</sup>

**D.L. PORTER CONSTRUCTORS, INC.**

TO: [REDACTED] DE [REDACTED]  
RE: Subcontract No. 0402C-01 JOB: Hangar Development KWIA (0402)

Enclosed please find two (2) completed Subcontract Agreements on the above referenced project. Please review, sign in all areas indicated and RETURN BOTH COPIES to this office within seven (7) days for further signature. Include a breakdown of the schedule of values for your work, which will be a basis for your monthly payment requisitions. Please complete all required submittal information and send to this office immediately so as not to delay your work. Please read and sign the Safety Policy acknowledgement attached to and made a part of this contract. A completed copy will then be returned to you for your records. Please be sure we have a copy of your state license, registration and/or occupational license as well as your county license.

Also enclosed is a "Subcontractor's Application for Payment". ONLY original applications will be acceptable for invoicing. You may attach a detailed breakdown if desired.

The following items must be in our office prior to commencement of your subcontract:

1. Your signed subcontract.
2. Insurance certificate showing Worker's Compensation, General Liability and Auto Liability. Please have your agent name the project in the Description of Operation area and list D.L. Porter Constructors, Inc. as additionally insured on all liability certificates. The General Liability must be \$1M per occurrence and the General Aggregate of \$2M must be per project along with a waiver of subrogation and a 30 day cancellation clause. These certificates must remain current at all times. Mail a copy of each to our office as soon as possible or return them with your signed subcontract.
3. Appropriate current occupational licenses.
4. List names, addresses and phone numbers of all suppliers and any sub-contractors you plan to use on this project.
5. An approved Schedule of Values for billing purposes.

Prior to your second and all subsequent draws, the following items must be in our office:

1. Your release of lien from previous draw.
2. A Waiver of Lien from all your suppliers, which must be properly notarized and witnessed.

Prior to the release of your final draw and/or retainage, the following items must be in our office:

1. All signed Change Orders.
2. A Final Release of Lien is required from all your suppliers.
3. Warranties, guarantees, operating and maintenance manuals according to Owner's specifications.

To confirm your understanding of these terms, please sign and date this letter and return with your contract.

  
SUBCONTRACTOR SIGNATURE

DATE: 01/11/2005

PRINTED NAME AND TITLE: Hector Garza (President)



(19) Insurance

The Contractor shall carry fire and extended coverage insurance to protect its own interests in the work and in Contractor's materials incorporated or stored at the site of the work; however, it is the obligation and duty of the Subcontractor to protect his own interests, including his tools, equipment, machinery and other property with such insurance and in the amounts that he deems proper. In the event of any accident causing damage or destruction to the work or materials for the Subcontractor, the Subcontractor, at his own expense, shall repair, replace or restore forthwith the parts so injured, damaged or destroyed under the direction to the satisfaction of the Owner and the Contractor. In addition the Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public Liability, Property Damage and Vehicular Liability. The Subcontractor shall provide Manufacturer's and Contractor's Excess Liability with limits of not less than \_\_\_\_\_ to protect the Contractor and Subcontractor and the Owner against claims for injury to or death of one or more persons. This shall cover the use of all equipment, hoists, and vehicles on the site or sites.

The Subcontractor also covenants and agrees that he will carefully avoid doing any injury or damage to the work or property of all others on the job and shall be liable for any damage done to his or such other work.

(20) Equipment; Subcontractor Indemnity Regarding Use

It is understood and agreed that whenever the Subcontractor shall use any scaffold, derrick, hoist or equipment of any kind in said building, he shall satisfy himself as to the safety of said scaffold, derrick, hoist or other equipment, and hereby agrees to and shall relieve and hold the Contractor harmless from and against and all suits, actions, claims, losses, expenses or counsel fees which the Contractor may suffer for any injury or death to any person or damage to any property which may result from the use by the Subcontractor or his agent or employees of said scaffold, derrick, hoist or other equipment.

(21) Assignability

The Subcontractor shall not assign this contract or sublet the whole or any part of the work hereunder, nor shall he assign any moneys due or to become due hereunder, without the previous written consent of the Contractor. Any attempt by the Subcontractor to so assign or sublet any interest herein shall operate as an instant forfeiture and repudiation hereof by the Subcontractor and the rights of the parties shall be determined in the same manner as though the Subcontractor had at the time of such attempted assignment or subletting failed in and refused performance of this Contract.

(22) Cancellation

The Contractor reserves the right to cancel this agreement in its entirety, or any portion of its obligation thereunder, or suspend the shipment and delivery of materials and all the work and operation hereunder in the same manner and for such period or periods of time as the Owner or Architect/Engineer has the right to cancel the contract, entered into between the Owner and Contractor, or suspend shipment of materials and work thereunder. In the event that this agreement is canceled under this paragraph, then the Subcontractor shall be compensated for work done and materials furnished upon a percentage basis as the work complete and materials furnished related to the entire work, unless otherwise provided under the contract between the Owner and Contractor.

(23) Bonding

The Subcontractor further agrees that he shall, within ten(10)days from the date of notice to furnish same, at the option of the Contractor, provide the Contractor with a Performance Bond and/or Labor and Material Payment Bond up to the full amount of this contract, duly executed with a Surety Company designated by the Contractor, as surety; the cost of said bond or bonds to be borne by the Subcontractor, and failure or the inability of the Subcontractor to so furnish said bond shall operate as a forfeiture and repudiation hereof by the Subcontractor, and this agreement shall, at the option of the Contractor, be void and no longer binding on the parties hereto. The Contractor may, at its option, require a bond under this provision at any time during the project, even if the Contractor did not require such bond previously.

(24) Release and Waiver of Liens

The Subcontractor hereby waives and releases all lien or right of lien now existing, or that hereafter may arise, for work or labor performed or material furnished under this contract, by virtue of any lien laws, upon the building or other structure in or in connection with which the work herein contemplated shall be done, upon the land on which the building or other structure in or in connection with which the work herein contemplated shall be done, upon the land on which the building or other structure is or shall be situated, and upon any money or moneys due or to become due from any and every person or corporation to the Contractor, and agrees to furnish a good and sufficient waiver of lien from any and every person or corporation furnishing labor and/or materials for said premises under the Subcontractor. The Subcontractor agrees to execute any and all documents required to effect such waiver of lien.

(25) Subcontractor Indebtedness

If at any time the Subcontractor shall allow any indebtedness to accrue for labor and/or materials, which indebtedness has become or, in the opinion of the Contractor, may become a lien or liens upon the work and/or materials, or which has or may become a claim against the Contractor or the Contractor's Surety, the Subcontractor shall immediately, upon request from the Contractor, pay the same or cause the same to be dissolved and discharged by giving a bond, or otherwise, and, in case of his failure to do so, the Contractor may withhold any money due the Subcontractor under this or any other contract, until such indebtedness is paid or may apply such money towards the discharge thereof.

(26) Compensation and Payment

The Contractor agrees to pay the Subcontractor for the work hereunder as follows: The Subcontractor agrees to accept, as full compensation for the performance hereof the sum of \_\_\_\_\_, and such sum shall be paid in current funds by the Contractor to the Subcontractor at the time and upon the conditions hereinafter set forth; provided that before any payment hereunder shall become due, the Contractor at its option, may require and the Subcontractor thereupon shall furnish satisfactory evidence of the payment of all accounts for labor and/or materials pertaining to Subcontractor's performance hereunder; and provided, further, that before the final payment hereunder shall become due, the Subcontractor shall, if required by the Contractor, procure and furnish to the Contractor(a)full and complete releases of liens from all persons furnishing labor and/or materials toward the performance hereof, or, at the option of the Contractor, a satisfactory surety bond indemnifying the Contractor and the Contractor's Surety against any claims based thereon, and(b) such formal guarantees pertaining to the work covered hereby as may be required by the terms of the general contract between the Owner and the Contractor.

Contractor reserves the right to deduct from the amount due the Subcontractor any amounts which are due by the subcontractor for labor and/or materials, which the Subcontractor has failed to pay, or appears to be unable or unwilling to pay, and to make payment of such amounts directly to the parties to whom such amounts are owed.

Draw requests are due in our office no later than the 20th of each month for work through the 25th. Partial payments of 90 per cent of all labor which has been done and/or materials furnished and put in place during each calendar month, for which payment has been made by the Owner to the Contractor, shall be made on or about 15 days following the month in which the Owner has paid Contractor for such work. Under no circumstances shall any payment be due to the Subcontractor if the Owner has not paid the Contractor for such work. The payment by the Owner to the Contractor for work shall be a condition precedent to the payment by Contractor to Subcontractor for such work. Subcontractor agrees that it shall receive payment only if and to the extent that Contractor is paid. In addition, payment shall only be made in proportion to the payment received by the Contractor for such work.

Final payment of 10% per cent shall be made to the Subcontractor by the Contractor within 60 days after said work performed by him has been completed and accepted by or on behalf of the Owner, and final payment for said work has been made by the Owner to the Contractor. Under no circumstances shall any payment be due to the Subcontractor if the Owner has not paid the Contractor for such work. In addition, payment shall only be made in proportion to the payment received by the Contractor for such work.

Payments by the Contractor hereunder shall be conditioned upon the approval and acceptance by the Architect/Engineer of all work performed and/or materials and/or equipment furnished by the Subcontractor hereunder.